



DEPARTMENT OF
JUVENILE SERVICES

STATE OF MARYLAND

DEPARTMENT OF JUVENILE SERVICES

(DJS)

REQUEST FOR QUOTES (RFQ)

COSMETOLOGIST SERVICES

ISSUE DATE: JUNE 26, 2023

NOTICE

A Prospective Bidder that has received this document from a source other than eMaryland Marketplace Advantage (eMMA) <https://procurement.maryland.gov/> should register on eMMA. See **Section 4.2**.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO
RESPOND TO THIS SOLICITATION.**

STATE OF MARYLAND
DEPARTMENT OF JUVENILE SERVICES
(DJS)
KEY INFORMATION SUMMARY SHEET

Request for Quotes	Cosmetologist Services
RFQ Issue Date:	June 26, 2023
RFQ Issuing Office:	Department of Juvenile Services (DJS)
Procurement Officer: e-mail:	Keon Pompey Department of Juvenile Services 217 East Redwood Street, Room 2008 Baltimore, MD 21201 keon.pompey1@maryland.gov
Quotes are to be sent to:	Attention: Keon Pompey Department of Juvenile Services keon.pompey1@maryland.gov
Quote Due Date and Time:	June 29, 2023 no later than 12:00 p.m.
Contract Duration:	Approximately: six (6) Months July 10, 2023 – January 31, 2024
Primary Place of Performance:	Lower Eastern Shore Children's Center

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1 Minimum Qualifications

1.1 Bidder Minimum Qualifications

To be considered reasonably susceptible of being selected for award, the Bidder must document in its Bid that it satisfies the following Minimum Qualifications:

- 1.1.1 The Bidder shall be affiliated with a licensed salon in good standing by the State of Maryland Board of Cosmetologists.

Required Documentation: As proof of meeting this requirement, the Bidder shall provide the license registration number of the salon, as applicable.

- 1.1.2 The Bidder and his/her personnel providing services shall be licensed and in good standing by the State of Maryland State Board of Cosmetologists.

Required Documentation: As proof of meeting this requirement, the Bidder shall provide copies of current license(s) of personnel providing services issued by the State of Maryland State Board of Cosmetologists, as applicable.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Maryland Department of Juvenile Services (DJS or the Department) is issuing this Request for Quotes (RFQ) in order to procure licensed cosmetologists to provide hair care services for female youth ages ten (10) through twenty (20) residing at Lower Eastern Shore Children's Center LESCC
- 2.1.2 The anticipated duration of services to be provided under this Contract is six (6) months.
- 2.1.3 The anticipated start date is July 10, 2023.
- 2.1.4 A Bidder, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements associated with this RFQ and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

2.2 Background and Purpose

- 2.2.1 The Department provides individualized care and treatment to youth who are alleged or adjudicated offenders and are housed in DJS facilities. DJS utilizes a continuum of services for juveniles. These services include offering cosmetologist services to youth which will promote a modicum of confidence in them for the period they are residents in the facility.
- 2.2.2 The State is issuing this RFQ for the purposes of obtaining professional, reliable, and effective cosmetologists to travel to Lower Eastern Shore Children's Center (LESCC) to provide hair care services to female youth residing at.

Lower Eastern Shore Children's Center (All FEMALE)
405 W. Naylor Road
Salisbury, MD 20623
443-523-1520

Average Daily Population (ADP): 5

- 2.2.3 The actual number of youth may vary on a daily basis at the facility. The State cannot guarantee a maximum or minimum number youth to be served.
- 2.2.4 A Bidder should be prepared to supply sufficient cosmetologists to meet the facility's actual population or maximum capacity.

2.3 State Responsibilities

- 2.3.1. The Superintendent, or his/her designee will provide the Contractor with the number of youth receiving hair care services at least twenty-four (24) hours prior to the scheduled day. The Superintendent or his/her designee will notify the Contractor regarding any changes to the day, times and frequencies of cosmetology services. The State reserves the right to modify the schedules and frequencies of the services.

- 2.3.2. Youth who are scheduled to receive cosmetology services at Lower Eastern Shore Children's Center (LESCC) on a scheduled day will be escorted/accompanied to the designated work area by DJS staff. The Superintendent or his designee will provide a DJS residential advisor or security personnel who will be present at all times during the services.

2.4 Scope of Work

2.4.1 General Requirements

- A. The Contractor shall furnish all necessary labor (cosmetologists), materials and equipment for the delivery of and cosmetologist hair care services to female youth residing in Lower Eastern Shore Children's Center (LESCC).
- B. Cosmetologists providing services at Lower Eastern Shore Children's Center (LESCC) must be:
- Currently licensed by the State of Maryland;
 - In possession of their licenses at all times while rendering services in Lower Eastern Shore Children's Center (LESCC);
 - Able to produce a copy of their license, upon request, to DJS personnel.
- C. Equipment used to provide cosmetologist services must be:
- Professional brands/models;
 - Clean and in good working condition; and,
 - Sanitized and disinfected before use on each individual.
- D. The Contractor will adhere to COMAR 09.16.02.03 – Prohibitions.

2.4.2 Cosmetologist Requirements

- A. Cosmetologists must be licensed by the State of Maryland and possess the knowledge and skill to provide the following services:
- Shampoo/Conditioner, blow dry, curl;
 - Hair cut;
 - Trim;
 - Twists;
 - Cornrows;
 - Locks (maintenance only); and
- Treatments for repairing damaged hair and/or scalp preparation for additional or desired hair care.

2.4.3. Prohibited Services

The Contractor is prohibited from performing the following services at LESCC

- Hair coloring;

- Chemical relaxers; and,
- Any services to youth involving weaves or tracks.

2.4.4. The Centers will have a designated work area for the Contractor to provide hair care services. The work areas will be:

- temperature controlled;
- well ventilated
- well-lit;
- accessible to electrical outlets;
- equipped with suitable styling chairs; and
- equipped with shampoo bowls, and, standing hairdryers.

2.4.5. Scheduling Services

- A. All cosmetologist care services will be scheduled in advance. The Contractor will be given the number of youth receiving hair care services from the Superintendent or his/her designee of the facility at least twenty-four (24) hours prior to a scheduled day.
- B. Youth who are scheduled to receive cosmetologist services at Lower Eastern Shore Children's Center (LESCC) on a scheduled day will be accompanied to the designated work area by DJS staff. Lower Eastern Shore Children's Center (LESCC) will provide a DJS residential advisor or security personnel who will be present at all times during the services.
- C. The Superintendent or his/her designee will prepare and provide Contractor with a hair care list which will specify service(s) to be provided for scheduled appointment. Upon completion of services, the youth will put their first name and last name initial on the list to confirm that services were provided. The Contractor will create two (2) copies of the list and give one to Master Control/facility staff to be given to the Superintendent or his/her designee. The Contractor is required to include copies of these lists with its monthly invoice statements. Payment will not be processed without this documentation.
- D. The Contractor will be notified by the Superintendent or his/her designee regarding any changes to days, times, and frequencies cosmetologist services. The scheduling of services designated for LESCC is subject to change. The schedule listed below are for illustrative purposes only and are not a guarantee by DJS of any particular number of youth receiving services on a given day and time.

Lower Eastern Shore Children's Center

Monday: Monday (TBD) – two (2) times per month

Average number of services provided monthly: 12

- E. Additional days can be added if the Contractor needs additional time to provide services as long as both the contractor and the Superintendent or his/her designee agree in advance. The Contractor, on State approved holidays, can come in earlier than scheduled as long as the time is pre-approved by the Superintendent or his/her designee.

2.4.6 COVID 19 Safety Precautions

In order to insure the safety of the youth, staff and contractors, the contractors and contractors' staff must abide by the following:

- A. Masks and gloves must be worn at all times. Masks with ventilators are prohibited.
- B. Work areas and tools must be cleaned and disinfected between clients.
- C. Contractors and their staff must be tested for COVID 19 and show proof of results no more than seven days before beginning work at the facilities.
- D. Contractors and their staff must submit to COVID 19 screening, i.e. temperature checks and questionnaires each time they enter the facilities.
- E. If contractors or their staff are sick, they must not report to the facility.
- F. Contractors and their staff must work with the facility staff to maintain adequate social distancing.
- G. Contractors and their staff must adhere to CDC guidelines.

2.4.7 Conduct at DJS Facilities

- A. Contractor's employees are required to conduct themselves and communicate with facility staff and the youth in a professional manner.
- B. The Contractor shall not ask youth receiving services any questions, personal in nature (e.g., residential location, case status, contact information, etc.), or discuss the youth with others in the community. The Contractor shall not provide youth with any of the Contractor's personal or business information such as, home/business addresses, home/business telephone or cellular numbers, etc.
- C. Contractors are mandated to follow the policy of Prison Rape Elimination Act (PREA).

2.5 Invoicing

2.5.1 General

The Contractor shall e-mail a copy of each invoice, signed by an authorized representative, listing services provided to youth to the Contract Monitor and accounts payable at djs.region1ap@maryland.gov.

All invoices for services shall be verified by the Contractor as accurate at the time of submission.

An invoice not satisfying the requirements of a Proper Invoice (as defined in COMAR 21.06.09) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:

- 1) Contractor name and address;
- 2) Remittance address;
- 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
- 4) Invoice period (i.e., time period during which services covered by invoice were performed);
- 5) Invoice date;
- 6) Invoice number;
- 7) State assigned Contract number;
- 8) State assigned (Blanket) Purchase Order number(s);
- 9) Goods or services provided;
- 10) Amount due; and
- 11) Any additional documentation required by regulation or the Contract.

The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.

Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than sixty (60) calendar days from the Contract termination date.

2.5.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

- A. For items of work for which there is one-time pricing (see **Attachment B** –Bid Form) those items shall be billed in the month following the acceptance of the work by the Department.
- 2.5.3 For the purposes of the Contract an amount will not be deemed due and payable if:
- A. The amount invoiced is inconsistent with the Contract;
 - B. The proper invoice has not been received by the party or office specified in the Contract;
 - C. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
 - D. The item(s) or services have not been accepted;
 - E. The quantity of items delivered is less than the quantity ordered;
 - F. The items or services do not meet the quality requirements of the Contract;
 - G. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;
 - H. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or
 - I. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.
- 2.5.4 Travel Expense
- Travel will not be reimbursed under this RFQ.

2.6 Security Requirements

The following requirements are applicable to the Contract:

- 2.6.1 Employee Identification
- A. Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
 - B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
 - C. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, which Contractor Personnel has not adhered to the Security requirements specified herein.
 - D. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

2.6.2 Security Clearance / Background Checks

- A. The Contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The Contractor shall secure, at its own expense, a Maryland State Police and/or FBI background check and shall provide the Contract Monitor with completed checks on all new employees prior to assignment. The Contractor may not assign an employee with a criminal record to work under this Contract unless prior written approval is obtained from the Contract Monitor.
- B. In addition, where applicable, the Contractor must submit to Child Protective Services clearances in accordance with COMAR 14.31.06.05.A(4)(a)(ii) and to any applicable laws and Departmental policies.
- C. The Contractor may not assign an employee with a criminal or CPS record unless prior written approval is obtained from the Contract Monitor. Information on obtaining criminal background checks can be accessed via the Maryland Department of Public Safety and Corrections website at <https://news.maryland.gov/dpscs/home/>. Information on obtaining CPS investigations can be accessed via the Maryland Department of Human Services Child Protective Services website at <http://dhr.maryland.gov/child-protective-services/>.
- D. Pursuant to Prison Rape Elimination Act Juvenile Facility Standards §115.387 and §115.388, the Department is mandated to collect data for every allegation of sexual abuse occurring in its facilities. This data must include, at a minimum, the data required to answer all questions from the most recent version of the Survey of Sexual Victimization conducted by the Department of Justice Bureau of Statistics. Additionally, the Department is required to obtain incident-based and aggregate data from contracted private providers. A copy of the federal Prison Rape Elimination Act (PREA) law, Public Law 108-79, codified as 42 USC 15601 can be found on the following website: <http://www.gpo.gov/fdsys/pkg/PLAW-108publ79/pdf/PLAW-108publ79.pdf>.
- E. The Contractor and any staff working at any facility under this RFQ shall review the Prison Elimination Act and Reporting of Sexual Abuse and Harassment-PREA Juvenile Facility Standards Compliance Policy NUMBER: RF-701, complete and sign the PREA disclosure form and the policy acknowledgement page.

2.6.3 Standards of Conduct and Disciplinary Process

- A. Where applicable, all Contractors doing business with the Department are to adhere to the DJS Policies and Procedures, Attachment C. The policy is available on the Department's web site, <http://djs.maryland.gov/Pages/Staff-and-Vendors.aspx>.
- B. To the extent that any provision articulated in the policies that applies to privately operated facilities may appear inconsistent, COMAR 01.04.06 through 01.04.07 prevails.

C. All Contractors' personnel (including subcontractors, if any) who will be working at a facility will receive and must sign the policy for: Elimination and Reporting of Sexual Abuse and Harassment – PREA Juvenile Facility Standards Compliance (see Section 3.14.2).

D. The Department's Office of Quality Assurance and Accountability is responsible for monitoring and investigating all aspects of policy-related issues.

2.6.4 On-Site Security Requirement(s)

A. For the conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.

Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.

B. Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed, and required to wear an identification card issued by the Department.

C. Further, Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that control the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

Attachment A. Mandatory Terms and Conditions for Purchase Orders**ARTICLE 1 – INCORPORATION BY REFERENCE**

These Mandatory Terms and Conditions for Purchase Orders along with all terms and conditions for RFQ for cosmetologist services at LESCO any amendments thereto, shall be incorporated and made part of the Purchase Order/Contract. To procure professional, reliable, and effective cosmetologist to provide hair care services to female youth residing at LESCO for approximately eight (8) months.

- A. The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- B. Without limiting the rights of the Procurement Officer under Section A above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained. Modifications may not significantly change the scope of the Contract (including the Contract price).

ARTICLE 2 – TAX EXEMPTION

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland sales tax and the exemption does not apply.

ARTICLE 3 – SPECIFICATIONS

All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.

ARTICLE 4 – NON-HIRING OF OFFICIALS AND EMPLOYEES

No official or employee of the State, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract shall, during the pendency or term of this contract and while serving as an official or employee of the State, become or be an employee of the contractor or any entity that is a subcontractor on this contract.

ARTICLE 5 – NON-DISCRIMINATION

The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.

ARTICLE 6 – FINANCIAL DISCLOSURE

The Contractor shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$200,000 or more during a calendar year shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

ARTICLE 7 – ANTI-BRIBERY

The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

ARTICLE 8 – CONTINGENT FEE PROHIBITION

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

ARTICLE 9 – OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)

All materials, supplies, equipment, or services supplied as a result of this contract shall comply with the applicable U. S. and Maryland Occupational Safety and Health Act standards.

ARTICLE 10 – TERMINATION FOR CONVENIENCE

The State may terminate this Contract, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. The State shall pay all reasonable costs associated with this Contract that the Contractor has

incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

ARTICLE 11 – TERMINATION FOR DEFAULT

If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.01.01.011B.

ARTICLE 12 – DISPUTES

Disputes arising under this contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland and by COMAR 21.10. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

ARTICLE 13 – TERMINATION FOR NONAPPROPRIATION

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

ARTICLE 14 – INTELLECTUAL PROPERTY

Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this contract.

ARTICLE 15 – MARYLAND LAW PREVAILS

The law of Maryland shall govern the interpretation and enforcement of this Contract.

ARTICLE 16 – INDEMNIFICATION

The State shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.

ARTICLE 17 – DRUG AND ALCOHOL FREE WORKPLACE

The Contractor warrants that it shall comply with COMAR 21.11.08, and that the Contractor shall remain in compliance throughout the term of this Contract.

ARTICLE 18 – COMMERCIAL NONDISCRIMINATION CLAUSE

A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under State Finance and Procurement Article, Title 19, Annotated Code of Maryland. As part of this compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The Contractor shall include the provision in §A of this regulation in all subcontracts to the State contract.

C. As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

ARTICLE 19 – COST AND PRICE CERTIFICATION

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current on the date the Contractor submitted its financial information to the State.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, on the date the Contractor submitted its financial information to the State, was inaccurate, incomplete, or not current.

ARTICLE 20 – SUBCONTRACTING; ASSIGNMENT

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall be subject to any terms and conditions that the Department deems necessary to protect the interests of the State. In the event that written approval is granted and services are subcontracted or rights or obligations are assigned, the Contractor shall guarantee that the subcontractor or assignee shall comply with all provisions of this contract. No such subcontract or assignment shall be deemed to provide for the incumbent of any obligation of the State in addition to those agreed upon in this Contract. The Department shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

ARTICLE 21 – RETENTION OF RECORDS

The Contractor and any of its subcontractors shall retain and maintain all records and documents relating to this Contract for five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. In addition, where applicable and pursuant to 42 Code of Federal Regulations (C.F.R.), Part 420, the Contractor shall retain until the expiration of five (5) years after the services are furnished under this contract such books, records and documents as required by those regulations and shall allow access to such books, documents and records as required by those regulations and require its subcontractors to comply with the requirements of this Article.

ARTICLE 22 – COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified; that it is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; that it shall keep itself informed of and comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract including the Family and Medical Leave Act and the Americans With Disabilities Act, as amended; and that it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

ARTICLE 23 – BACKGROUND INVESTIGATIONS

Where applicable, the Contractor shall complete criminal background investigations pursuant to Sections 5-560 through 5-568 of the Family Law Article of the Annotated Code of Maryland and to any applicable laws and Departmental policies. In addition, where applicable, the Contractor must submit to Child Protective Services clearances in accordance with COMAR 14.31.06.05.A(4)(a)(ii) and to any applicable laws and Departmental policies.

ARTICLE 24 – ADMINISTRATION

The work to be accomplished under this Contract shall be performed under the direction the Secretary of Juvenile Services or his designee. All matters relating to the administration and performance of this Contract shall be referred for determination to the Secretary of his designee.

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Attachment B. Quote Form Instructions and Form

A	B	C	D
Facility	Estimated Number of Services	Price per Person	Total Evaluated Bid Price (B *C)
LESCC	60	\$	\$

The above price is the fully loaded price to provide the services as specified in the scope of work. The price per person must be the actual price per head the State will pay for the service provided for each youth identified in this RFQ and may not be contingent on any other factor or condition in any manner.

Bids will be evaluated on the dollar amount listed on the “**Total Bid Price**” line.

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

Bidder Address: _____

FEIN: _____ eMMA: _____ SBR: _____

Bidder Contact Information: Telephone: (_____)____--____

E-mail: _____

Attachment C. DJS Policies and Procedures

Policy Name	Number
Accessibility for Youth with Hearing Impairments Policy	OPS-911-15
Background Investigations Policy	HR-410-18
Behavioral Management	RF-741-18
Bloodborne Pathogen Policy	HC-1-05
Communication with Limited English Proficient Persons	OPS-920-18
Control and Use of Flammable, Toxic and Caustic Materials	RF-801-17
Communication with Public and Media Policy	MGT-606-13
Confidentiality	MGT-623-15
Elimination and Reporting of Sexual Abuse and Harassment- PREA Juvenile Facility Standards Compliance	RF-701-18
First Aid Kits	HC-303-15
Handling-Disposing of Contaminated Medical	HC-01-06
Incident Reporting Policy	OPS-900-15
Information Security Policy	Version 3.1
Information Technology Users' Policy	IT-501-14
Inspections-Sanitation, Safety and Security	RF-730-18
Reporting and Investigating Child Abuse and Neglect	OPS-913-15
Photographing of Injuries	RF-11-05
Smoking Policy	MGT-626-16
Suicide Prevention and Intervention Policy	BH-203-18
Tool Control	RF-719-17
Youth Grievance	OPS-907-15

Appendix 1. – Abbreviations and Definitions

For purposes of this RFQ, the following abbreviations or terms have the meanings indicated below:

- A. **Adjudicated Offenders** – The youth found to have committed a delinquent act through a court of law.
- B. **Business Day(s)** – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- C. **COMAR** – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- D. **Cosmetologist** – An individual who practices the trade of cosmetology in the State of Maryland and is licensed by the State of Board of Cosmetologists. Business Occupations and Professional Article Section 5-605, Annotated Code of Maryland provides that an individual must be affiliated with a licensed salon to perform service.
- E. **Department or DJS** – Department of Juvenile Services.
- F. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- G. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- H. **Normal State Business Hours** – Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- I. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer indicating that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- J. **NTP Date** – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- K. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**), and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

- L. **State** – The State of Maryland.
- M. **Total Bid Price** – The Bidder’s bid price or evaluated bid price for goods and services in response to this solicitation, included in **Attachment B** – Bid Form.